

AGENCY AGREEMENT ON ACCESS TO WiSACWIS

I. Parties to the Agreement

Pursuant to the Confidentiality Policy of the Wisconsin Department of Health and Family Services entitled "Access to WiSACWIS and Information Contained in WiSACWIS" and the controlling statutory authority cited in that policy, this Agreement is entered into between the

_____ County _____
(hereinafter referred to as the "Custodial Agency"), located at _____
in the city / town / village of _____
and
_____ (hereinafter referred to as
the "Accessing Agency") whose headquarters is located at _____
in the city / town / village of _____.

II. Effective Date of the Agreement

This Agreement shall be effective beginning _____ and shall remain in effect for a period of one (1) year or until _____, whichever is earlier.

III. Relationship of the Parties

The Custodial Agency and the Accessing Agency have established a functional relationship apart from this Agreement via ☐ Contract ☐ Memorandum of Agreement ☐ Memorandum of Understanding or ☐ Other Agreement which is attached to and is made part of this Agreement. The purpose of that relationship, including job functions, overall scope of responsibilities, and time limitations are expressly stated in the attachment.

IV. Rationale for Access to WiSACWIS

In addition to the formalized relationship between the Custodial Agency and the Accessing Agency identified in Section III of this Agreement, the parties agree that the following criteria for access to WiSACWIS are met:

1. The Accessing Agency is providing a service or services to the Custodial Agency that, absent the formal relationship of the parties, would be required to be provided by the Custodial Agency.
2. The Accessing Agency, in order to meet its formal relationship responsibilities, is required to either view information maintained on WiSACWIS or enter information into WiSACWIS.
3. That in order to accomplish the responsibilities under Subsection 2, the direct access of the Accessing Agency to WiSACWIS is the most practical approach.

The Division of Children and Family Services (DCFS) in the Wisconsin Department of Health and Family Services (DHFS) reserves the right to deny access for good cause, as determined by the DCFS, even if the above criteria are met. In addition, the DCFS reserves the right to limit access to certain cases to individuals whose access must be approved by the DCFS.

V. Number of Accessing Agency Employees

The total number of employees of the Accessing Agency who, under this Agreement, will be allowed access to WiSACWIS shall not exceed _____ without an amendment to this Agreement.

VI. Responsibilities of Accessing Agency

The Accessing Agency shall be required to provide any of its employees, subcontractors, or other individuals under its control training relative to the appropriate use of WiSACWIS. The Accessing Agency shall also be required to provide to any of its employees, subcontractors, or other individuals under its control training relative to the various federal and state statutes and regulations which control access to and release of information contained in WiSACWIS. This training shall be provided prior to any such employee, subcontractor, or other individual under its control prior to that person's use of WiSACWIS.

VII. General Policies

- Data and other information from WiSACWIS shall be used only for the specific purpose outlined in the relationship document attached to this Agreement.
- Data and other information from WiSACWIS shall be safeguarded and secure from outside access.
- It is the responsibility of the person having access to WiSACWIS under this Agreement to know the purposes for which any data or other information can be used.
- Any printed materials derived from WiSACWIS shall be stored in secure files and data or other information from WiSACWIS shall not be stored in files which are subject to public disclosure.
- Data or other information from WiSACWIS shall not be re-disclosed to any person or agency without the written approval of the Custodial Agency.
- Unauthorized disclosure or other release of data or other information is a violation of the law and could result in criminal and civil penalties and immediate termination of this Agreement.
- Unauthorized access to data or other information maintained in WiSACWIS by a person granted access under this Agreement is a violation of the law and could result in criminal and civil penalties and immediate termination of this Agreement.
- The DCFS reserves the right to establish additional policies related to access to WiSACWIS which, upon their publication, shall immediately apply to the Accessing Agency.

VIII. Termination of this Agreement

This Agreement may be terminated at any time by either party with 30 days notice to the other party. In the event that the Custodial Agency or the DCFS has good cause to believe that the Accessing Agency or any of its employees, subcontractors, or other individuals under its control have violated the applicable laws or this Agreement, the Custodial Agency or the DCFS may terminate this Agreement with no advance notice to the Accessing Agency.

IX. Signatures

This Agreement is entered into on behalf of the Custodial Agency by:

_____ Name (Type or Print)	_____ Title
_____ SIGNATURE	_____ Date Signed (mm/dd/yyyy)

This Agreement is entered into on behalf of the Accessing Agency by:

_____ Name (Type or Print)	_____ Title
_____ SIGNATURE	_____ Date Signed (mm/dd/yyyy)

This Agreement is approved on behalf of the Division of Children and Family Services by:

_____ Name (Type or Print)	_____ Title
_____ SIGNATURE	_____ Date Signed (mm/dd/yyyy)